tainly rendition should not be allowed to avail the plaintiff where it is merely a pretext to bring the defendant within the jurisdiction to secure civil process. *Underwood* v. *Fetter* (1848) 6 N. Y. Leg. Obs. 66. But this is on the principle, applied alike to all cases of fraud, that the abuse of court process will not be permitted. *Benninghoff* v. *Oswell* (1868) 37 How. Prac. 235; *Wanzer* v. *Bright* (1869) 52 Ill. 35, 40. It in no way indicates a limitation in regard to one demanded and rendered in good faith. Accordingly, a recent case holding that so long as the plaintiff acted in good faith in assisting in the rendition proceedings, he may subject the rendition prisoner to civil process, *Rutledge* v. *Krauss* (N. J. 1906) 63 Atl. 988, takes the only logical view. *Williams* v. *Bacon* (N. Y. 1834) 10 Wend. 636; contra, *Compton, Ault & Co.* v. *Wilder* (1883) 40 Ohio St. 130. The prisoner has been surrendered, not for a particular and limited purpose, but because it is the constitutional duty of the surrendering state to deliver him to the state whence he fled, and once there, he should be subject to criminal and civil process alike, just as any other person within the jurisdiction.

SPECIFIC PERFORMANCE OF PAROL PROMISE TO CONVEY AN INTEREST IN LAND.—Though there has been some controversy as to the theory upon which parol agreements coming within the Statute of Frauds are enforced in equity, *Britain* v. *Rossiter* (1879) 11 Q. B. D. 123, 131, 133, it seems now to be settled that in such cases equity acts primarily on that frequent basis of equity jurisdiction, namely, a fraud by which in reliance upon the agreement the plaintiff is induced to change his position in a way which will cause him injury unless the agreement is carried out. *Pierce's Heirs* v. *Catron's Heirs* (Va. 1873) 23 Gratt. 588, 598; *Keats* v. *Rector* (1839) 1 Ark. 391, 419; Pomeroy, Spec. Perf. §104; 2 Story, Eq. Jur. §761. The majority of jurisdictions professing to act under this doctrine have held the mere taking of possession under the agreement furnishes sufficient ground for the exercise of equitable jurisdiction. *Cooper* v. *Newton* (1900) 68 Ark. 150; *Van Epps* v. *Redfield* (1897) 69 Conn. 101; *Puterbaugh* v. *Puterbaugh* (1891) 131 Ind. 288; contra, *Burns* v. *Daggett* (1886) 141 Mass. 368; *Purcell* v. *Miner* (1866) 4 Wall. 513. This position seems to be the outgrowth of the early practice at a time when no consistent theory had been evolved. See *Lamas* v. *Bayly* (1708) 2 Vern. 627. In many of the older cases the chancery courts required merely that the parol agreement should be conclusively established and any act from which the existence of the contract was necessarily inferred, such as the payment of the purchase money, *Lacon* v. *Martins* (1743) 3 Atk. 1, or the taking of possession under the agreement, *Pyke* v. *Williams* (1703) 2 Vern. 455, was deemed sufficient. *Butcher* v. *Stapely* (1685) 1 Vern. 363; *Earl of Aylesford's Case* (1714) 2 Strange 783. Later, the courts, realizing with some exceptions, *Ungley* v. *Ungley* (1877) L. R. 5 Ch. D. 887, the insufficiency of this as a basis for the exercise of an extraordinary jurisdiction, adopted the more modern basis of fraud, inducing a change of position on the part of the plaintiff. *Bond* v. *Hopkins* (1802) 1 Sch. & Lef. 413, 433. Accordingly, they no longer grant relief where the only act has been the payment of purchase money.

Clinan v. *Cooke* (1802) 1 Sch. & Lef. 22; *France* v. *Dawson* (1807) 14 Ves. 386; *Eaton* v. *Whittaker* (1846) 18 Conn. 222; *Webster* v. *Blodgett* (1879) 59 N. H. 120. But their former position as regards the taking of possession has not been so readily abandoned. To meet new theories it has been strained by specious reasoning, such as that the grantee, who to protect himself from actions of trespass, must be allowed to prove the agreement, cannot be prevented from proving it for all purposes, *Bond* v. *Hopkins*, supra; *Keats* v. *Rector*, supra, or that the mere refusal to perform such agreement is in itself fraudulent. *Morphett* v. *Jones* (1818) 1 Swans. 172. Other courts have been led to the adoption of rules more or less arbitrary, New York having held that, while it would seem possession alone is not sufficient, possession coupled with a payment of purchase price will be so considered. *Dunckel* v. *Dunckel* (1894) 141 N. Y. 427; *Miller* v. *Ball* (1876) 64 N. Y. 287.

A recent case in New York, embodying all the elements essential to any of these positions, is interesting as showing their inconsistency with the theory that fraud is the ground of the relief granted in such cases. *Czermak* v. *Wetzel* (1906) 100 N. Y. Supp. 167. It was there held that where after a parol lease when a part of the price was paid, there was a dispute and the lessee took possession in the face of the disagreement, the Statute of Frauds was a bar to specific performance. Here were the requirements of the New York rule—possession taken with the consent of the owner and clearly referable to an agreement, see Pomeroy, Spec. Perf. §116; *Lord* v. *Underdunck* (N. Y. 1843) 1 Sandf. Ch. 46, with a payment of purchase price. The court, led by the clear lack of equity to refuse relief, was forced into the position that there had been no taking of possession under this agreement, because the later dispute between the parties had rendered it void. It is well established that though a parol agreement of this sort may be unenforceable, it is not void, *Leroux* v. *Brown* (1852) 12 C. B. 801, 824, even when there is a subsequent disagreement as to its terms. *Britain* v. *Rossiter* (1879) 11 Q. B. D. 123, 132. Yet the result of the case, unsupportable as it is on such a ground, stands out as clearly correct when the true theory is applied. If the essential fact, that the plaintiff has been put into a position which is a fraud upon him unless the agreement is fully performed, 2 Story, Eq. Jur. §761, is made to control, it is only when an irretrievable change of position has been induced that equity should act. This is often the case where the plaintiff has taken possession under certain circumstances. *Potter* v. *Jacobs* (1872) 111 Mass. 32. But where the entry is made in the face of a disagreement, the grantee has clearly no equity to invoke. In such cases adherence to the old standards must frequently result in either the improper granting of equitable relief or the perversion of settled rules of law.

THE NATURE OF THE ACT IN CRIMINAL ATTEMPTS.—The complete perpetration of a crime is often rendered impossible by some circumstance unknown to the offender which, while it by no means lessens the criminal nature of his intention, may enable him to escape either partially or entirely from the liability which he would have incurred but for the